



Request for Proposals

For

Solid Waste and Recycling Collection and Disposal

Request for Proposals No. **2024-01**

Issued: **February 28, 2024**

Submission Deadline: **March 28, 2024, at 2:00pm local
time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Background

The Town of Fort Macleod utilizes third party contractors to perform waste and recycling collection services, and hauling to appropriate facilities. The service currently operates across 4 days per week, (Monday to Friday, excluding Wednesdays) this covers the collection of both residential and commercial recycling and waste. Cardboard is hauled to a recycling facility in the City of Lethbridge, which is paid for by the contractor currently. Solid waste is sent to the Willow Creek Regional Landfill, invoices are sent and paid by the Town of Fort Macleod.

Currently Commercial Waste and Recycling is collected on Mondays and Thursdays. Residential Waste and Recycling is split between North and South Zones of Town and collected on Thursdays and Fridays respectively.

The Town of Fort Macleod also offers residents two yearly household refuse clean ups, typically in May and October where residents can dump any surplus household waste in a central location, this is typically offered over a Thursday - Saturday. The contractor then hauls this material to the Willow Creek Landfill. Typically, the bins provided for this event are large roll off bins which allow users to dump material directly into the bins. For the May cleanup we also include a “Toxic waste cleanup” which is typically scheduled only for the Friday of the cleanup, where residents are allowed to drop off any electronic or hazardous waste (paint, aerosols, light bulbs etc.) they may have. The material collected is in accordance with the guidelines stipulated by the Alberta Recycling Management Authority. Electronic and hazardous waste is hauled to a recycling facility in Lethbridge.

1.2 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Town of Fort Macleod (“the Town”) to prospective proponents to submit proposals for Solid Waste and Recycling Collection and Disposal as further described in Section A of the RFP Particulars (Appendix D).

The Town of Fort Macleod is a fast-growing community located 30 minutes west of Lethbridge with a population of approximately 3,300. The Town of Fort Macleod has around 1,360 residential dwellings, with a projected growth rate of 10 - 15 dwellings per year over the next 3 years. Further details on the Town of Fort Macleod can be obtained at www.fortmacleod.com

The Town of Fort Macleod commercial waste and recycling is collected through front load bins, which are provided by the current contract holder. Residential waste and recycling are collected with sideload totes, the totes are supplied by the Town of Fort Macleod. Additionally, mixed recycling is collected from the Town’s Bulk Recycling Depot.

Through this RFP, the Town of Fort Macleod invites Proposals for the provision of solid waste and recycling collection and disposal Services for the Town for a 3-year term. The Contract term may be extended by two (2) further 12-month periods at the Town’s sole discretion and following mutual agreement on terms with the Contractor; which would result in a total Contract term of five (5) years.

The RFP is open to proposals for single stream, multiple streams or all streams for collections and hauling for both residential and commercial business services.

Proponents who would like to submit a proposal for a single stream of Service must clearly identify this in their proposal.

In order to ensure the Town will receive the best options in price and services, the RFP may be awarded by single streams, multiple streams, or all waste streams. The Town reserves the right to enter into multiple contracts for the provisions of the Services as outlined.

After all RFP submissions have been received and reviewed, the Town may elect to keep single, multiple or all waste and recycling streams; based on price and services.

1.3 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Wally Ola
Director of Operations
Email: operations@fortmacleod.com

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Town, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.4 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Town for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Town and the selected proponent. It is the Town’s intention to enter into an agreement with one (1) or up to two (2) legal entities. The term of the agreement is to be for a period of 3 years, with an option in favor of the Town to extend the agreement on the same terms and conditions for an additional term of up to two (2) years.

1.5 RFP Timetable

Issue Date of RFP	February 28, 2024
Pre-Bid Conference Call via Zoom	March 6, 2024 [10:00 AM] local time
Deadline for Questions	March 12, 2024 [4:00 PM] local time
Deadline for Issuing Addenda	March 15, 2024 [4:00 PM] local time
Submission Deadline	March 28, 2024 [2:00 PM] local time
Rectification Period	5 business days
Anticipated Initial Ranking and Commencement of Concurrent Negotiations	April 8, 2024 [4:00 PM] local time
Anticipated Deadline for Submission of Best and Final Offers (“BAFO”)	April 12, 2024 [4:00 PM] local time
Anticipated Final Ranking	April 15, 2024 BAFO [4:00 PM] local time
Anticipated Council Consideration and Public Consultation	12 business days
Contract Negotiation Period	Up to 21 calendar days
Anticipated Execution of Agreement	August 15, 2024

The RFP timetable is tentative only and may be changed by the Town at any time. For greater clarity, business days means all days that the Town is open for business.

1.6 Submission of Proposals

1.1.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted at:

Town of Fort Macleod – Office

410-20th Street, Fort Macleod, Alberta. T0L 0Z0

Attn: Wally Ola

1.1.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

1.1.3 Proposals to be Submitted in Prescribed Format

Proponents should submit 3 hard copies of their proposal and one (1) electronic copy, in pdf format on usb, in a sealed package. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal will prevail. Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent.

1.1.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.1.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The Town is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The Town will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all the mandatory submission requirements. If a proposal fails to satisfy all the mandatory submission requirements, the Town will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the Town issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Town will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the Town as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The Town will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Initial Evaluation Criteria in Section F of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of scoring the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory technical requirements and rated criteria has been completed.

2.5 Stage IV – Concurrent Negotiations and BAFO (Best and Final Offers)

2.5.1 Initial Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be initially ranked based on their total scores.

2.5.2 Concurrent Negotiations and BAFO Process

The Town intends to invite the top three (3) ranked proponents to enter into concurrent negotiations. During these concurrent negotiations, the Town will provide each proponent with any additional information

and will seek further information and proposal improvements from each proponent. After the expiration of the concurrent negotiation period, each proponent will be invited to revise its initial proposal and submit its BAFO to the Town.

2.5.3. Evaluation of BAFO and Final Ranking of Proponents

Each BAFO will be evaluated against the rated criteria set out under Final Rated Criteria in Section G of the RFP Particulars (Appendix D) and will be assigned a final ranking using the same process set out above. The top-ranked proponent based on the evaluation of the BAFOs will receive a written invitation to enter into a final round of negotiations to finalize the agreement with the Town.

2.6 Stage V – Contract Negotiations

2.6.1 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Town or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Town and the selected proponent. Negotiations may include requests by the Town for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Town for improved pricing or performance terms from the proponent.

2.6.2 Time Period for Negotiations

The Town intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Town invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.6.3 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Town may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Town elects to cancel the RFP process.

2.6.4 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.3 References and Past Performance

In the evaluation process, the Town may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the Town or other institutions.

3.1.4 Information in RFP Only an Estimate

The Town and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.5 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.6 Proposal to be Retained by the Town

The Town will not return the proposal, or any accompanying documentation submitted by a proponent.

3.1.7 No Guarantee of Volume of Work or Exclusivity of Contract

The Town makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Town may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Town is under no obligation to provide additional information, and the Town is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Town is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Town, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Town. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Town determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Town may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the Town may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The Town may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the Town and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Town in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Town may disqualify a proponent for any conduct, situation or circumstances, determined by the Town, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The Town may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Town determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Town; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct

The Town may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honor its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Town, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the Town

All information provided by or obtained from the Town in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Town and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Town; and
- (d) must be returned by the proponent to the Town immediately upon the request of the Town.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Town to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the Town will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honor a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Town by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Town to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The Town may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

BETWEEN:

The Town of Fort Macleod

(referred to as the “Town”)

AND:

**[*INSERT FULL LEGAL NAME OF
SUPPLIER*]**

(referred to as the “Supplier”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

RFP 2021-01 Solid Waste and Recycling Collection and Disposal

is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (c) the Standard Terms and Conditions, attached hereto as Schedule 2;
- (d) the Supplementary Terms and Conditions (if required), attached hereto as Schedule 3;
- (e) the **RFP 2024-01** including any addenda (the “Solicitation Document”); and
- (f) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

Town of Fort Macleod

Signature:

Name:

Title: Mayor

Date of Signature:

I have the authority to bind the Town.

Signature:

Name:

Title: Chief Administrative Officer

Date of Signature:

I have the authority to bind the Town.

[Insert Supplier's Full Legal Name**]**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Supplier.

Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

A. Description of Deliverables

THE DELIVERABLES (See APPENDIX D – RFP Particulars)

B. Rates and Disbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the Town to the Supplier under the Contract shall not exceed the total estimated contract price, which shall be calculated based on the number of Residential Dwelling Units, Business Units registered with the Town at the date of contract commencement, multiplied by the Price Per Unit Per Month, plus the estimated monthly price per metric tonne multiplied by 36 months.

C. Payment Terms

The payment terms for the Contract are as follows: If and to the extent the Town is satisfied that the compensation claimed in an invoice is properly calculated in accordance with the Contract Documents and is for Services satisfactorily performed by the Contractor, the Town shall approve the invoice or a portion thereof and the Town shall pay the Contractor the approved portion of the invoice within 30 days after delivery of such invoice to the Town. The Town may withhold amounts in respect of deficiency holdbacks and shall not be obligated to pay the Contractor to the extent to which, in the sole opinion of the Town, the compensation paid to the Contractor to date as a share of the total compensation that is payable to the Contractor to complete the Services exceeds the Services completed to date as a share of all of the Services.

D. Town and Supplier Representatives

The Town Representative and contact information for the Contract is:

Wally Ola, Director of Operations
410-20th Street, Fort Macleod, Alberta. T0L 0Z0
403-553-4425
operations@fortmacleod.com

The Supplier Representative and contact information for the Contract is:

[*insert name and title of Supplier representative in charge of the contact and contact details, including mailing address and email address* this must include after regular business hours contact]

E. Term of Contract

The Contract shall take effect on Date to be Determined after RFP process and shall be in effect for a period of three (3) years from the Effective Date, with an option in favor of the Town to extend the term for an additional period of two (2) 12 Month Extensions at the sole discretion of the Town

unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

F. Specific Provisions

Definitions Used:

- “Cardboard Recyclable Material” means the cardboard waste stream that is generated and discarded from a Residential Dwelling Unit or Business Unit in the Town of Fort Macleod under the Town’s waste program, which includes: cardboard and boxboard paper, but excludes residential garbage, construction/renovation/demolition waste, industrial, commercial and institutional waste, organic, hazardous and biological waste. A definitive list of what is included as Recyclable Material is provided in Exhibit 3 to this RFP. Note: material discarded by households into the cardboard or recycling program, may include materials which are not Recyclable Material, which shall be considered as contamination.
- “Garbage Materials” means the solid waste stream that is generated and discarded from a Unit in the Town of Fort Macleod under the Town’s waste program, which includes: anything that cannot be composted or recycled, but excludes construction/ renovation/demolition waste, industrial, commercial and institutional waste, organic, hazardous and biological waste. A definitive list of what is included as Garbage Material is provided in Exhibit 3 to this RFP. Note: material discarded by households into the solid waste program, may include materials which are not Garbage Material, which shall be considered as contamination.
- “Residential Dwelling Unit” means a household eligible for residential curbside collection, of which there are approx. 1,360 in the Town of Fort Macleod as of January 2024. This number may increase by approximately 5 – 10 units per year based on current growth projections. For residential curbside collection, the Town has 30 residents apart of the Mobile Assistance Program, this means for these locations, the driver will need to take those totes to the curb to be emptied, and then the totes will need to be placed back where they were prior to collection.
- “Business Unit” means a business eligible for garbage or cardboard collection, of which there are approximately 150 in the Town of Fort Macleod as of January 2024, commercial businesses are not required to use Town collection at this time. This number may increase by approximately 2 – 5 units per year based on current growth projections. These units have variable pick up schedules ranging from monthly, weekly, bi-weekly, and occasionally twice a week. This data is further shown in Exhibit 1.

Schedule 2 - Standard Terms and Conditions Index

Article 1 - Interpretation

- 1.01 Defined Terms

Article 2 - General Provisions

- 2.1 No Indemnities from Town
- 2.2 Entire Contract
- 2.3 Severability
- 2.4 Failure to Enforce Not a Waiver
- 2.5 Changes by Written Amendment Only
- 2.6 Force Majeure
- 2.7 Notices by Prescribed Means
- 2.8 Governing Law

Article 3 – Nature of Relationship Between Town and Supplier

- 3.1 Supplier's Power to Contract
- 3.2 Representatives May Bind Parties
- 3.3 Supplier Not a Partner, Agent or Employee
- 3.4 Non-Exclusive Contract, Work Volumes
- 3.5 Responsibility of Supplier
- 3.6 No Subcontracting or Assignment
- 3.7 Duty to Disclose Change of Control
- 3.8 Conflict of Interest
- 3.9 Contract Binding

Article 4 – Performance by Supplier

- 4.1 Commencement of Performance
- 4.2 Deliverables Warranty
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ARTICLE 1 – INTERPRETATION

1.1 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

“Authority” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments.

"Business Day" means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the Town has elected to be closed for business;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

(a) in relation to the procurement process, the Supplier had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the Town and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Supplier’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Deliverables” means everything developed for or provided to the Town in the course of performing under the Contract or agreed to be provided to the Town under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by, Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

“Effective Date” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“FOIP” means the *Freedom of Information and Protection of Privacy Act*, Revised Statutes of Alberta 2000, Chapter F-25, as amended;

“Indemnified Parties” means the Town and the Town’s officials, directors, officers, agents, employees, and volunteers;

“Industry Standards” include, but are not limited to (a) the provision of any and all labor, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily

furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Town; **“Intellectual Property”** means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“Newly Created Intellectual Property” means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

“Personal Information” means recorded information about an identifiable individual or that may identify an individual;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Record”, for the purposes of the Contract, means any recorded information, including any Personal Information, in any form: (a) provided by the Town to the Supplier, or provided; by the Supplier to the Town, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, bylaws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“Supplier Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Supplier’s Intellectual Property” means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

“Term” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions); and

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than the Town or the Supplier.

“Town Confidential Information” means all information of the Town that is of a confidential nature, including all confidential information in the custody or control of the Town, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed, or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Contract. For greater certainty, Town Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the Town, the Supplier or any third-party; (ii) all information (including Personal Information) that the Town is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the Town or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“Town Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions).

ARTICLE 2 – GENERAL TERMS

2.1 No Indemnities from the Town

Notwithstanding anything else in the Contract, any express or implied reference to the Town providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Town beyond the obligation to pay the Rates in respect of Deliverables accepted by the Town, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

2.2 Entire Contract

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

2.3 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.4 Failure to Enforce Not a Waiver

Any failure by the Town to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the Town of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

2.5 Changes by Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

2.6 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

2.7 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Town Representative and the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.8 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN TOWN AND SUPPLIER

3.1 Supplier’s Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the Town under the Contract.

3.2 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.3 Supplier Not a Partner, Agent, or Employee

The Supplier shall have no power or authority to bind the Town or to assume or create any obligation or responsibility, express or implied, on behalf of the Town. The Supplier shall not hold itself out as an agent, partner or employee of the Town. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Town and the Supplier or any of the Supplier’s directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors.

3.4 Non-Exclusive Contract, Work Volumes

The Supplier acknowledges that it is providing the Deliverables to the Town on a non-exclusive basis. The Town makes no representation regarding the volume of goods and services required under the Contract. The Town reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

3.5 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier’s liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Contract or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities This paragraph shall survive the termination or expiry of the Contract.

3.6 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Town. Such consent shall be in the sole discretion of the Town and subject to the terms and conditions that may be imposed by the Town. Without limiting the generality of the conditions which the Town may require prior to consenting to the Supplier’s use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the

subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Town.

3.7 Duty to Disclose Change of Control

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to the Town and shall comply with any terms and conditions subsequently prescribed by the Town resulting from the disclosure.

3.8 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Town without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Town to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Town may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the Town to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved to the satisfaction of the Town. This paragraph shall survive any termination or expiry of the Contract.

3.9 Contract Binding

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators, and their permitted assigns.

ARTICLE 4 – PERFORMANCE BY SUPPLIER

4.1 Commencement of Performance

The Supplier shall commence performance upon receipt of written instructions from the Town.

4.2 Deliverables Warranty

The Supplier hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Town, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the Town in a rectification notice.

4.3 Health and Safety

Without limiting the generality of section 4.02, the Supplier warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws and regulations in relation to the

performance of the Supplier's obligations under the Contract. The Supplier shall provide the Town with evidence of the Supplier's compliance with this section upon request by the Town.

4.4 Shipment of Goods

To the extent that the Deliverables include the shipment of goods to the Town, all such goods shall be Delivered Duty Paid (DDP) to the Town's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage, or customs brokerage charges, shall be paid by the Town, unless specifically agreed by the Town in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Supplier until the Deliverables are received by the Town. Receipt of the Deliverables at the Town's location does not constitute acceptance of the Deliverables by the Town. The Deliverables are subject to the Town's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the Town, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by the Town in a rectification notice.

4.5 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from the Town, any access to or use of the Town property, technology or information that is not necessary for the performance of its contractual obligations with the Town is strictly prohibited. The Supplier further acknowledges that the Town may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

4.6 Notification by Supplier of Discrepancies

During the Term, the Supplier shall advise the Town promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

4.7 Supplier to Comply with Reasonable Change Requests

The Town may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Town change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the Town and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

4.8 **Pricing for Requested Changes**

Where a Town change request includes an increase in the scope of the previously contemplated Deliverables, the Town shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Town and the Supplier within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

4.9 **Performance by Specified Individuals Only**

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Town, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

4.10 **Time**

Time is of the essence.

4.11 **Town Rights and Remedies and Supplier Obligations Not Limited to Contract**

The express rights and remedies of the Town and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Town or any other obligations of the Supplier at law or in equity.

ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

5.1 **Payment According to Contract Rates**

The Town shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

5.2 **Hold Back or Set Off**

The Town may hold back payment or set off against payment if, in the opinion of the Town acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

5.3 **No Expenses or Additional Charges**

There shall be no other charges payable by the Town under the Contract to the Supplier other than the Rates established under the Contract.

5.4 Payment of Taxes and Duties

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

5.5 Withholding Tax

The Town shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

5.6 Interest on Late Payment

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.7 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Supplier shall permit and assist the Town in conducting audits of the operations of the Supplier to verify (a) and (b) above. The Town shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

ARTICLE 6 – CONFIDENTIALITY

6.1 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of the Town. The Town may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Town without the prior written consent of the Town. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Town.

6.2 Town Confidential Information

During and following the Term, the Supplier shall: (a) keep all Town Confidential Information confidential and secure; (b) limit the disclosure of Town Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Town Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Town and (ii) in respect of any Town Confidential Information about any third-party, the written consent of such third-party; (d) provide Town Confidential Information to the Town on demand; and (e)

return all Town Confidential Information to the Town on or before the expiry or termination of the Contract, with no copy or portion kept by the Supplier.

6.3 Restrictions on Copying

The Supplier shall not copy any Town Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

6.4 Notice of Breach

The Supplier shall notify the Town promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of Town Confidential Information.

6.5 Injunctive and Other Relief

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the Town or to any third-party to whom the Town owes a duty of confidence, and that the injury to the Town or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the Town is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.6 Notice and Protective Order

If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any Town Confidential Information, the Supplier will provide the Town with prompt notice to that effect in order to allow the Town to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Town and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of Town Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the Town) that such Town Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such Town Confidential Information subject to those terms and conditions.

6.7 FOIP Records and Compliance

The Supplier and the Town acknowledge and agree that FOIP applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees (a) to keep Records secure; (b) to provide Records to the Town within seven (7) calendar days of being directed to do so by the Town for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the Town determines, in its sole discretion, that access is permitted under FOIP and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Town; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or

intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a Town representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the Town would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the Town may be disclosed by the Town where it is obligated to do so under FOIP, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.8 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.1 Town Intellectual Property

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Town to the Supplier shall remain the sole property of the Town at all times.

7.2 No Use of the Town Insignia

The Supplier shall not use any insignia or logo of the Town except where required to provide the Deliverables, and only if it has received the prior written permission of the Town to do so.

7.3 Ownership of Intellectual Property

The Town shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favor of the Town and the Town accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favor of the Town all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the Town a license to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the Town.

7.4 Supplier's Grant of License

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the Town a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Town.

7.5 No Restrictive Material in Deliverables

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the Town to modify, further develop or otherwise use the Deliverables in any way that the Town deems necessary, or that would prevent the Town from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

7.6 Supplier Representation and Warranty Regarding Third-Party Intellectual Property

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.7 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 8 – INDEMNITIES AND INSURANCE

8.1 Supplier Indemnity

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier’s obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Town, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

8.2 Insurance

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **\$5,000,000** per occurrence and including products and completed operations liability. The policy is to include the following:
- the Town as an additional named insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract
 - contractual liability coverage
 - cross-liability and severability of interests clause
 - employers liability coverage
 - 30 day written notice of cancellation, termination or material change
 - tenants legal liability coverage (if applicable and with suitable sub-limits)
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles

8.3 **Proof of Insurance**

The Supplier shall provide the Town with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Supplier shall provide the Town with renewal replacements on or before the expiry of any such insurance. Upon the request of the Town, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Town and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

8.4 **Workplace Safety and Insurance**

The Supplier warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the Town upon request. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Supplier further agrees to indemnify the Town for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Supplier's failure to comply with any applicable workplace safety and insurance laws or related to the Supplier's status with any workplace safety and insurance board or body.

ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION

9.1 **Immediate Termination of Contract**

The Town may immediately terminate the Contract upon giving notice to the Supplier where the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier breaches any provision in Article 6 (Confidentiality); (c) the Supplier breaches the or the equivalent, all the necessary and appropriate insurance that a prudent person in the

business of the Supplier would maintain including, but not limited to, the following:

9.2 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, the Town may issue a rectification notice to the Supplier setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Town. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Town may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the Town to immediately terminate the Contract.

9.3 Termination on Notice

The Town reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Supplier.

9.4 Supplier's Obligations on Termination

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law (a) at the request of the Town, provide the Town with any completed or partially completed Deliverables; (b) provide the Town with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the Town pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by the Town to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the Town, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

9.5 Supplier's Payment Upon Termination

On termination of the Contract, the Town shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Town may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.6 Termination in Addition to Other Rights

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the Town under the Contract, at law or in equity.

9.7 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the Town exercises its option to extend the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract. The option shall be exercisable by the Town giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Town and the proponent unless and until the Town and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided

is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and considered all addenda issued by the Town prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None”, on the following line: _____.

Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the Town within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Town to any advisers retained by the Town to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Signature of Witness

Name of Witness

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labor and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (d) Single stream only proposals must be clearly identified by the Proponent.

2. Evaluation of Pricing

Pricing is worth **45 points** of the total score in the **initial evaluation** criteria and **40 points** of the total score in the **final evaluation** criteria.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the category it has bid on, which will be calculated in accordance with the following formula:

(lowest price / proponent's price) X weighting = proponents pricing points

3. Required Pricing Information

1. Pricing Basis:

Pricing entered into the tables of section 2 below, shall be on the following basis:

- a. All Prices are in Canadian funds, are inclusive of all applicable duties and taxes, but not the GST which shall be itemized separately where indicated.
- b. Prices are all-inclusive and include for all labor, equipment, materials, supplies, travel, fuel, overheads, profit, insurance, mobilization/demobilization, and all other costs and fees necessary to deliver the Services outlined.
- c. Prices shall be firm for the entire Contract term. except for the changes specifically related to the fluctuating cost of diesel fuel, as allowed for under the Fuel Price Adjustment detailed in Section 4.
- d. Tipping fees at the Willow Creek Landfill are charged directly to the Town by the Landfill.

2. Services Prices:

2.1. Solid Waste and Recycling Collection and Disposal;

compensation to the Contractor will be as follows:

2.1.1. Town of Fort Macleod - Current Program (see Exhibit 1 for collection data and Exhibit 4 for tonnages):

Bulk Recycling Depot – Currently there are six of the 6-yard bins on site with metal lids and slots to help avoid contamination, these are collected twice a week.

Unit cost per 6-yard recycling bin collected = \$ _____

Contract Year	Annual Bulk Recycling Depot (All Bins)
Year 1: 2024-2025	\$
Year 2: 2025-2026	\$
Year 3: 2026-2027	\$

Residential Garbage – Currently there are:

- 678 of the 65-gallon totes
- 688 of 95-gallon totes.

They are collected weekly.

Unit cost per 65/95-gallon waste tote collected = \$ _____

Contract Year	Annual Garbage (all Dwellings)
Year 1: 2024-2025	\$
Year 2: 2025-2026	\$
Year 3: 2026-2027	\$

Residential Recycling – Currently there are:

- 769 of the 65-gallon totes
- 597 of 95-gallon totes

They are collected every other week.

Unit cost per 65/95-gallon recycling tote collected = \$ _____

Contract Year	Annual Garbage (all Dwellings)
Year 1: 2024-2025	\$
Year 2: 2025-2026	\$
Year 3: 2026-2027	\$

Commercial Recycling – Currently there are:

- 2 - 65 Gallon Recycling Totes (Collected Every Other Week)
- 30 - 95 Gallon Recycling Totes (Collected Every Other Week)
- 32 - 3 Yard Recycling Bins (9 Weekly, 14 Every Other Week, and 9 Monthly Collection)
- 37 - 4 Yard Recycling Bins (18 Weekly, 13 Every Other Week, 5 Monthly, and 1 Twice Weekly Collection)
- 36 - 6 Yard Recycling Bins (17 Weekly, 10 Every Other Week, and 9 Twice Weekly Collection)
- 1 - 8 Yard Recycling Bin (Weekly Collection)

Unit cost per 65/95-gallon recycling tote collected = \$ _____

Unit cost per 3-yard recycling bin collected with weekly pick up = \$ _____

Unit cost per 4-yard recycling bin collected with weekly pick up = \$ _____

Unit cost per 6-yard recycling bin collected with weekly pick up = \$ _____

Unit cost per 8-yard recycling bin collected with weekly pick up = \$ _____

Contract Year	Annual Recycling (all Businesses)
Year 1: 2024-2025	\$ _____
Year 2: 2025-2026	\$ _____
Year 3: 2026-2027	\$ _____

Commercial Garbage – Currently there are:

- 1 - 65 Gallon Waste Tote (Collected Weekly)
- 29 - 95 Gallon Waste Totes (Collected Weekly)
- 43 - 3 Yard Waste Bins (13 Weekly, 22 Bi-Weekly, and 8 Monthly Collection)
- 45 - 4 Yard Waste Bins (24 Weekly, 20 Bi-Weekly, and 1 Monthly Collection)
- 33 - 6 Yard Waste Bins (19 Weekly, 7 Bi-Weekly, 7 Twice Weekly Collection)
- 4 - 8 Yard Waste Bins (4 Weekly Collection)

Unit cost per 65/95-gallon waste tote collected = \$ _____

Unit cost per 3-yard waste bin collected with weekly pick up = \$ _____

Unit cost per 4-yard waste bin collected with weekly pick up = \$ _____

Unit cost per 6-yard waste bin collected with weekly pick up = \$ _____

Unit cost per 8-yard waste bin collected with weekly pick up = \$ _____

Contract Year	Annual Garbage (all businesses)
Year 1: 2024-2025	\$ _____
Year 2: 2025-2026	\$ _____
Year 3: 2026-2027	\$ _____

Summary of All Waste and Recycling Streams – Annual Costs

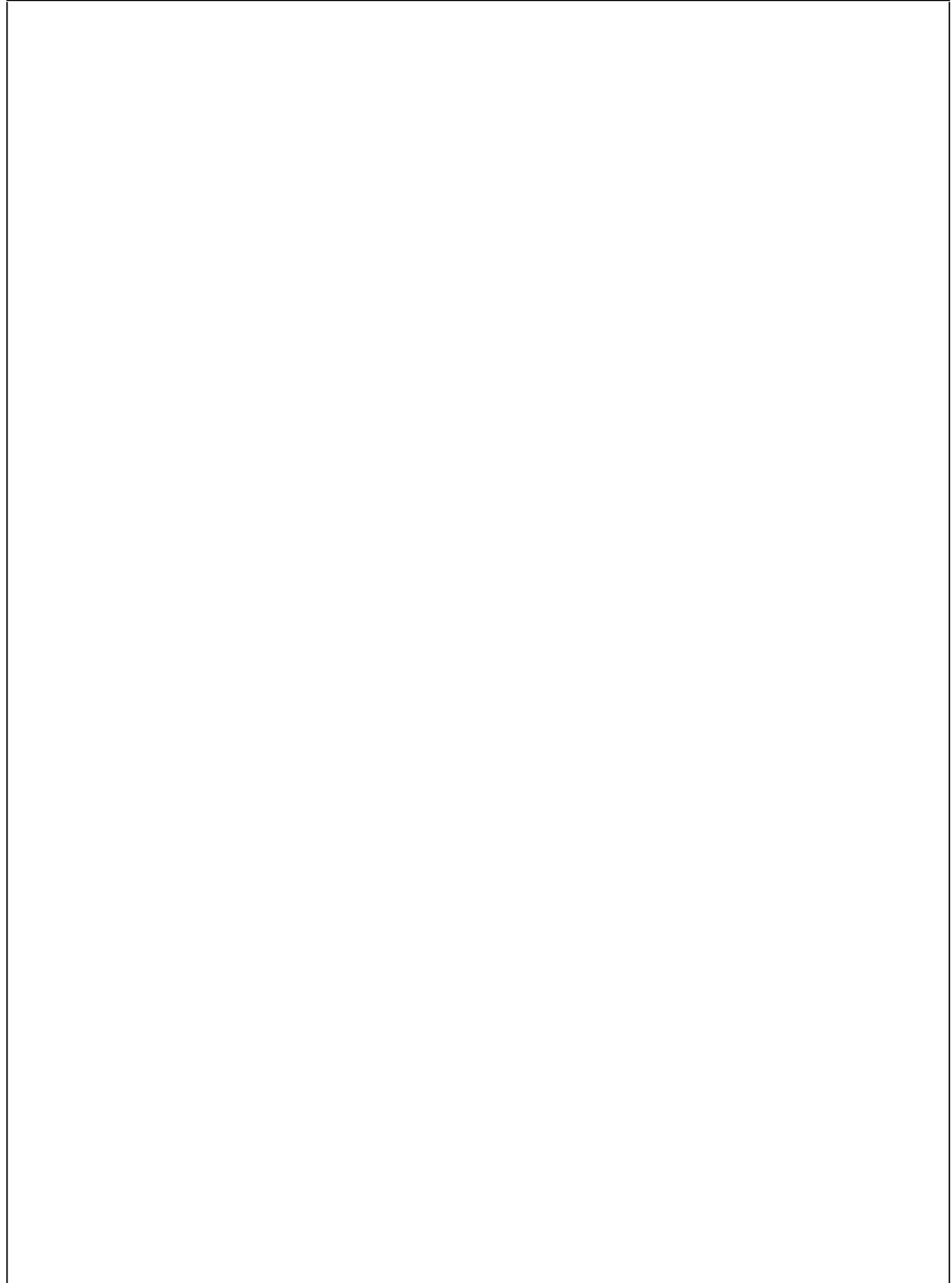
Contract Year	Annual Bulk Recycling Depot Bin(s)	Annual Residential Black Cart (Garbage)	Annual Residential Blue Cart (Recycling)	Annual Commercial Recycling	Annual Commercial Garbage	Total of all Collection Streams
Year 1: 2024-2025	\$	\$	\$	\$	\$	\$
Year 2: 2025-2026	\$	\$	\$	\$	\$	\$
Year 3: 2026-2027	\$	\$	\$	\$	\$	\$

2.1.2. Please advise if you would be willing to provide commercial garbage bins (variable sizes as outlined in Exhibit 1) for the Town of Fort Macleod and how you would plan to charge the Town over term of contract? Also provide specifics on the proposed bin options and sizes with costs.

2.1.3. Please detail any other proposals and associated costs that would increase the level of efficiency in the Town's garbage and recycling program:

A large, empty rectangular box with a thin black border, intended for the respondent to provide details on proposals and associated costs to increase efficiency in the Town's garbage and recycling program.

2.1.4. The Town currently offers two annual “household refuse cleanup” weekends in Spring and Fall for residents to dump any surplus household waste in a central location, as well as a toxic waste cleanup during Spring. Please outline how you would provide these services and what the associated costs would be. Also outline any other proposals for providing this service:



3. Payment Terms:

The Contractor shall invoice the Cost per Residential Dwelling Unit and Business Units multiplied by the number of each unit serviced, per month. Invoices shall be submitted on the last calendar day of each month for Services provided during that month. The Town shall pay all undisputed portions of invoices within 30 calendar days of receipt of invoice. The Contractor shall invoice the Cost per Metric Tonne multiplied by the number of Metric Tonnes of Recyclables hauled, per month. Invoices shall be submitted on the last calendar day of each month for Services provided during that month. The Town shall pay all undisputed portions of invoices within 30 calendar days of receipt of invoice.

4. Fuel Price Adjustment:

For Services, the Cost Per Residential Dwelling Unit and Business Unit per Month may be adjusted in accordance with this section 4, to reflect the fluctuating cost of fuel (diesel) which the Contractor uses to power collection vehicles. The fuel price adjustment method will be as follows:

a. In the Proposal, the Respondent will identify the % of the Cost per Unit Per Month which is attributed to fuel costs.

i. The % of the Cost per Unit per Month submitted in this Proposal is:
(Respondent to specify):

_____ %

b. The baseline cost of fuel to be used for this Contract will be: 152.9 cents per litre (based on the StatsCan Gasoline and fuel oil, average retail prices by urban center, monthly for Calgary, for the category of “Diesel Fuel at self services filling stations”). This index is available at: [Statistics Canada. Table 18-10-0001-01 Monthly average retail prices for gasoline and fuel oil, by geography](#)

c. If the Cents per Litre according to the index referenced increases or decreases by more than 10% from the baseline cost of fuel described in b. above, then the following shall occur:

i. In case of an increase exceeding 10%, the Contractor shall increase the % portion of the Cost per Unit per Month (as identified in section 4. a. i.) by the % amount of the increase in cents per litre from the baseline cost of fuel to the increased cost of fuel and reflect this in a new Cost per Unit per Month. The increased cost of fuel will then become the new baseline cost of fuel; and the new baseline cost of fuel, plus the new Cost per Unit per Month will be formalized in an amendment to the Contract.

ii. In case of a decrease exceeding 10%, the Contractor shall decrease the % portion of the Cost per Unit per Month (as identified in section 4. a. i.) by the % amount of the decrease in cents per litre from the baseline cost of fuel to the decreased cost of fuel and reflect this in a new Cost per Unit per Month. The decreased cost of fuel will then become the new baseline cost of fuel; and the new baseline cost of fuel, plus the new Cost per Residential Dwelling Unit per Month will be formalized in an amendment to the Contract.

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Service Requirements for Solid Waste and Recycling Collection and Disposal:

General Requirements:

- 1.1. The Contractor shall collect material from Residential Dwelling and Business Unit receptacles. Transport and unload this material at lawfully approved Willow Creek Regional Landfill for garbage, and Town specified cardboard facility in Lethbridge, AB.
- 1.2. The current collection schedule is spread over 4 days per week, Monday to Friday excluding Wednesdays for garbage collection. Cardboard collection is generally performed weekly or increased as needed required. The Town is open to opportunities for improved collection processing.
- 1.3. The Contractor will provide a response within 2 hours of any inquiry from the Town and will provide a response within 48 business hours for rectification of any work which is not performed in accordance with the Services.
- 1.4. All equipment and collection vehicles used in the Service shall be in good repair and shall have a vehicle manufacture year of 2013 or newer at the commencement of the Contract Term. The Contractor shall have backup equipment / collection vehicles available in case of emergency or breakdown.
- 1.5. The Contractor shall not have the right to salvage any article or part of the Recyclable & Garbage Materials picked up during the Service.
- 1.6. Payment to the Contractor for the Collection and Hauling Service shall be a Price per Residential Dwelling Unit and Business Unit per Month. This will be based on the actual number of Units for which there is collection. Any increase to the number of Residential Dwelling and Business Units will be provided to the Contractor as they are setup.
- 1.7. The Price per Unit per Month shall include for all necessary labor, tools, machinery, equipment, fees, overheads, and other expenses necessary to perform the Services including the collection, plus safe and environmentally responsible transport and unloading of Recyclable and Garbage Material at the processing facilities each week.
- 1.8. The Contractor shall be responsible for any and all damage to any Town property caused during the Service.

Collection Specific Requirements:

- 1.9. The Contractor shall not be responsible for collecting Garbage Materials from Residential Dwelling Units where the Garbage Material is not properly prepared or placed in accordance with the standards and limits set forth in the Town's Garbage Bylaw 1812 (available at www.fortmacleod.com)
- 1.10. In accordance with the current Town garbage Bylaw, garbage totes for Residential Dwelling Units are located on the premises and will be pulled out on collection days where a collector has unobstructed immediate access, this does not include the 30 residents on the mobile assistance program where the contractor would need to bring out the bins and replace them after collecting.
- 1.11. The Contractor will provide and place a "Violation Tag" on any tote that is considered non-compliant and indicate the reason why it was not picked up. Note: The Town will require documentation of any Violation Tags placed for records.
- 1.12. The Contractor must provide an appropriate number of bins to the Town's centralized cardboard collection site located at the Town's Arena parking lot. Current Site address: 225-21st Street, Fort Macleod. Bin design and layout must be approved by the Town during Contract negotiations.
- 1.13. The Contractor's collection vehicles may not at any time drive on driveways, sidewalks, boulevards or lawns.
- 1.14. The Contractor, its agents and employees (collectively the "Collectors") shall maintain a positive, friendly customer service level and be alert, polite and courteous to the public and Town staff always. The Town shall have the right to request the removal of any Collector who repeatedly does not provide the expected and required level of service.
- 1.15. Collection shall be made with a minimum of noise and traffic delay and will not enter any residential neighborhood before 7:00am or after 7:00pm. The Collectors will adhere to and abide by all traffic laws and rules.
- 1.16. Collectors shall handle all bins as carefully and quietly as possible. Any bins found to be damaged by the Contractor or Collector's misuse or negligence shall be charged to the Contractor for the cost of repair. The Collectors shall return bins to their proper location. The Collectors shall cleanup all Materials spilled during collection. The Collectors shall ensure that any emptied carts are placed off the traveled portion of the road, so as not to interfere with road or sidewalk traffic and placed in a stable position.
- 1.17. Any issues with performance of collection vehicles (e.g. spills or leaks) will be immediately reported to the applicable authorities and to the Town, and cleanup will take place immediately thereafter. It shall be the Contractor's responsibility to be informed of all federal or provincial legislation and procedures to be followed in the event of a hazardous material spill or leak.
- 1.18. All collection vehicles shall have some form of communication device on board (radio or

cell phone) to enable timely monitoring of the Service between the Town and the Contractor.

- 1.19. All equipment supplied by the Contractor shall meet current safety and environmental regulations and legislation.
- 1.20. The Contractor will service any and all customer service requests the day of the request or make arrangements for collection the next scheduled collection day. Timing of the fulfillment of the customer service request is to be determined by the Town.
- 1.21. The collection route will be complete when all Residential Dwelling and Business Units included within the daily route have been collected and all customer service requests have been fulfilled.
- 1.22. Where a Residential Dwelling Unit is serviced by a graveled alley or laneway, and where the Contractor must utilize the graveled alley or laneway for the Service, the Contractor shall use all reasonable efforts to operate heavy equipment along the central parts of the alley or laneway so as to avoid deep rutting or similar damages to the edges of the alley or laneway. Regular non-emergency use of the emergency brakes is prohibited.
- 1.23. In the event that alley or laneway rutting, or similar damage occurs, the Contractor shall contact the Town immediately so that repairs can be made during normal working hours.
- 1.24. It is possible that streets or lanes may become impassable due to snow, mud, or other encumbrances, and should it be deemed necessary, the Contractor shall provide alternate equipment with a maximum license mass not exceeding 8000kg to complete the Services at no additional costs to or payment by the Town. The Town shall have the right to determine when the use of a smaller collection vehicle is required.
- 1.25. It is understood and agreed that the Town shall not be responsible for towing charges or damage occasioned by the condition of the Town streets or lanes.
- 1.26. At no time during the performance of the Service shall the Contractor allow any individual, other than the Town or Contractor's agents or employees, in or on a collection vehicle while in the Towns corporate boundaries.

Schedule and Time Requirements:

- 1.27. The Contractor shall collect the Materials in accordance with the schedule agreed between the Town and the Contractor, between the hours of 7:00am and 7:00pm. The Contractor will maintain the same pick-up routes and schedule as the Town's current solid waste collection routes, unless agreed to prior to the start of the Contract (attached to this RFP as Exhibit 1). Note: during the Contract Term, the Town may require changes to this schedule in order to improve collection efficiencies. Changes shall be mutually agreed with the Contractor. The Contractor shall act reasonably in accommodating the Towns requested changes.
- 1.28. Except as otherwise provided, when a scheduled collection day falls on a statutory holiday,

the Contractor shall proceed with the Service for that day on the following day.

Transportation to Processing Facility:

- 1.29. The Contractor shall collect and transport the Materials to the approved designated processing facilities in a safe and environmentally responsible manner.
- 1.30. All Materials delivered to the processing facilities will be weighed on a semi-automated scale. The Contractor is required to ensure that their personnel are instructed in the proper use of the scale and adhere to required procedures.
- 1.31. Should scale breakdown occur at the processing facilities, load weights will be based on average estimated weights for the particular time of year, spring, summer, fall or winter derived from Town records (as agreed upon by both parties). The estimate will be made by the Town and communicated to the Contractor.
- 1.32. Each of the Contractor's vehicles is required to be clearly numbered for identification during the Service.
- 1.33. Any Material that is tagged at the processing facilities or otherwise for violation of maximum licensed mass or axle loading will not be included for payment under the Contract.
- 1.34. Load weights shall be recorded and certified at the processing facility on a per load basis. A copy of the certified record (scale ticket) shall be obtained by the operator of the Contractor's vehicle and submitted to the Town.
- 1.35. Material loads that originate or terminate in the Town will not be shared with other customers of the Contractor.

2. Other Requirements:

- 2.1. The Contractor and its Collectors shall abide by and comply with all requirements of those federal, provincial, municipal, or other governmental bodies, agencies, tribunals or authorities having jurisdiction and lawfully empowered to make and/or impose laws, by-laws, rules, orders or other regulations with respect to the Contractor's obligations under these Services, including without limitation, the following:
 - Worker's Compensation Act
 - Labour Relations Code
 - Occupational Health & Safety Act
 - Public Health Act
 - Environmental Protection and Enhancement Act
 - Employment Standards Act

- Safety Codes Act
 - Hazardous Products Act (Canada)
 - Hazardous Materials information Review Act
- 2.2. The Contractor shall abide by all Town Bylaws. The Contractor acknowledges and agrees that the Town may, from time to time, over the term of the Contract, amend its bylaws, as deemed appropriate, including bylaws that may affect the Contractor's performance of the Services. The Contractor shall abide by and comply with all changes to rules and regulations adopted by the Town and communicated from time to time in writing to the Contractor during the term of the Contract.
- 2.3. In response to changing environmental practices along with regulations and legislation adopted or enacted by the government of Alberta or Canada, the Town may implement reasonable municipal policies from time to time or at any time during the Contract term with respect to the standards and manner of collection and transport for processing of recyclables. The Town will provide the Contractor with a copy of such municipal bylaws adopted at least fourteen days prior to commencement or application. The Contractor shall make any and all changes necessary within a reasonable time to strictly comply with such municipal policies in the performance of the Services.
- 2.4. The Contractor shall be responsible for all associated costs in connection with its compliance with any municipal policies with respect to the standards and manner of the Services, as adopted from time to time. If the Contractor is of the opinion that the associated costs to Contractor to comply with any such new municipal policy are unreasonable and the parties are unable to agree to reasonable costs for which the Contractor is responsible, the Contractor may elect within six months of receipt of a copy of such municipal policy, to terminate the Contract or to proceed to arbitration, in accordance with the Contract, to determine the reasonableness and the amount of the associated costs with the Contractor should bear.
- 2.5. If a matter is submitted to arbitration, the Contractor shall continue to provide the Service(s) as per the Contract, without interruption during the course of the arbitration.
- 2.6. The Contractor shall be responsible for obtaining, at its own cost, any and all permits and licenses that may be required for the performance of the Service(s).
- 2.7. The Contractor shall attend safety and coordination meetings, as required by the Town, so that the Contractor may be informed of health and safety hazards associated with its Services.
- 2.8. The Contractor shall meet with the Town on a quarterly basis to discuss and review performance of the Service(s). This review shall include discussion of performance measures against several Key Performance Indicators (KPIs) which shall be mutually agreed between the Town and Contractor and tracked continuously by the Contractor throughout the Contract term. The Contractor will supply monthly and annual reporting.

- 2.9. For the purposes of the Occupational Health and Safety Act (Alberta), the Contractor is considered to be the “Prime Contractor” as defined in the Act. It is specifically drawn to the attention of the Contractor that the Occupational Health & Safety Act provides in addition to other things that:
- A Prime Contractor shall ensure, on a project undertaken by the Prime Contractor, that the measures and procedures prescribed by the Act and the regulations are carried out on the project;
 - Every employer and every worker performing work on the project complies with the Act and the regulations; and
 - The health and safety of workers on the project is protected.
- 2.10. The Contractor covenants and agrees to abide by and comply with the Occupational Health and Safety Act (Alberta).
- 2.11. Upon commencement of the Contract and for the term of the Contract, the Contractor shall furnish to the Town, at the Contractor’s own expense, an irrevocable Performance Bond or Letter of Credit, in a format approved by the Town, in an amount of 10% of the total estimated contract price. The total estimated contract price shall be calculated based on the number of Residential Dwelling and Business Units registered with the Town at the date of contract commencement, multiplied by the Price Per Unit Per Month, multiplied by 12 months.

B. MATERIAL DEFINITIONS

Definitions Used:

The following definitions are used in this Part A, and shall have the meanings as set out below:

- “Recyclable Material” means a stream that is generated and discarded from a unit under the Town’s waste program, which includes: cardboard, boxboard paper, newspaper, magazines, tin cans, plastic bottles, bundled plastic film, glass, but excludes residential garbage, construction/ renovation/ demolition waste, industrial, commercial and institutional waste, organic, hazardous and biological waste. A definitive list of what is included as Recyclable Material is provided in Exhibit 3 to this RFP. Note: material discarded by households into the waste program, may include materials which are not Recyclable Material, which shall be considered as contamination.
- “Garbage Materials” means a stream that is generated and discarded from a Residential Dwelling Unit under the Town’s solid waste program, which includes: anything that cannot be composted or recycled, but excludes construction/ renovation/ demolition waste, industrial, commercial, and institutional waste, organic, hazardous and biological waste. A definitive list of what is included as Garbage Material is provided in Exhibit 3 to this RFP. Note: material discarded by households into the waste program, may include materials which are not Garbage Material, which shall be considered as contamination.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Other Mandatory Submission Requirements

N/A

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

Contractor's Insurance. Without limiting any of its obligations or liabilities under this Agreement, the Contractor will obtain and continuously carry and will cause its Subcontractors to obtain and continuously carry during the Term of this Agreement at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

- a. Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its Subcontractors, the Town and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement.

The limit of commercial general liability insurance will not be less than \$5,000,000 per occurrence, inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to Services and complete operations. The deductible will not exceed \$10,000 per occurrence.

The policy of insurance will:

- i. be on an occurrence form;
- ii. add the Town and its officials, officers, employees and agents as additional insureds;
- iii. contain a cross-liability or severability of interest clause;

- iv. waive all rights which the insurer may acquire by payment of a claim to recover the paid amount from the Town or its officials, officers, employees or agents (a “Waiver of Subrogation”); and
 - v. extend to cover non-owned automobile, contingent employer’s liability, blanket contractual liability, contractor’s protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- b. Automobile insurance covering all vehicles owned, leased or operated by the Contractor in connection with this Agreement including Third Party Legal Liability Insurance in an amount not less than \$5,000,000 per occurrence.
 - c. All-Risks property insurance covering the Contractor’s property of every description containing a Waiver of Subrogation.

The Contractor and each of its Subcontractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

Neither the providing of insurance by the Contractor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.

The insurance coverage will be primary insurance as respects the Town. Any insurance or self-insurance maintained by or on behalf of the Town or its officers, officials, employees, or agents will be excess of the Contractor’s insurance and will not contribute with it.

All insurance policies required under this Agreement shall provide that they may not be cancelled or materially altered without 30 days’ notice to the Town.

Prior to the Effective Date and from time to time upon request of the Town, the Contractor will provide the Town with evidence of all required insurance to be taken out in the form of a “Certificate of Insurance”.

The Contractor will provide in its agreements with its Subcontractors clauses in the same form as in this Section.

The Contractor will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of Alberta.

Responsibility and Liability. The Contractor hereby assumes the entire responsibility and liability for all damage and injury of any kind and nature whatsoever, caused by, resulting from, arising out of, incidental to, or accruing in connection with any willful misconduct or negligent act, error or omissions of the Contractor or any person for whom the Contractor is responsible at law or pursuant to the terms of this Agreement.

Indemnity. The Contractor will defend, indemnify and hold harmless the Town, and all of its past and present directors, officers, officials, employees, consultants, agents and representatives from and against all Losses, occurring either before or after the expiration or termination of this Agreement, arising out of or in connection with:

- a. the performance of the Services by the Contractor or the failure by the Contractor to perform the Services;
- b. a breach of a term of this Agreement;
- c. any willful misconduct or any negligent act, error or omission of the Contractor or any person for whom the Contractor is responsible at law or pursuant to the provisions of this Agreement, including without limitation, injury or death to anyone, loss of damage or loss to property of any person, any claim or matter in dispute between the Contractor and any Subcontractor, and any failure or deficiency by the Contractor or any Subcontractor in providing the Services;
- d. any infringement or alleged infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights of any person, or of any obligation of confidentiality, in connection with the Services and or the sale of the Services to the Town; and
- e. any claim which may be made for a lien or charge at law or in equity or to any claim or liability, or any attachment for debt, garnishee process or otherwise.

This indemnity will survive the expiry or earlier termination of this Agreement.

Discharge of liens. The Contractor will make all payments and take all other steps which may be necessary to ensure that all monies payable under this Agreement, the Services, and any land owned by the Town, will be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any claim of any liability under the Builders Lien Act (Alberta), or to any attachment for debt, garnishee process or otherwise, and the Contractor will fully defend, indemnify and hold harmless the Town and all of its past and present directors, officers, officials, employees, agents and representatives, from and against all Losses relating to such matters, and will, on demand, immediately cause any such lien, charge, claim or attachment to be removed or released from the records of the Land Title Office or Court in which the same may appear.

Rectification of Damage. The Contractor will rectify any loss or damage caused by the Contractor in the performance of the Services at no charge to the Town and to the satisfaction of the Town.

F. INITIAL RATED CRITERIA

The following sections set out the categories, weightings and descriptions of the rated criteria for both stages of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

1. Initial Evaluation Criteria

The following categories, weightings and descriptions will be used in the initial evaluation of rated criteria during Stage II of the evaluation process (Evaluations), described in Part II of this RFP. These criteria apply to initial proposals by all proponents.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Methodology / Innovation / Best Practices	15	10/15
ii. Team & Qualifications	10	5/10
iii. Equipment	5	N/A
iv. Experience, References & Testimonials	10	N/A
v. Key Performance Measurements	5	N/A
vi. Transitional Time	10	5/10
Pricing	45	35/45
Total Points	100	

Suggested Proposal Content for Non-Price Criteria

i. Methodology – Best Practices

Please provide details of the methodology to be employed by your company to deliver the Services, please provide any best practices you may use for this contract.

i. Innovation & Alternative Waste Conversion Solutions

Please provide details or examples of alternative waste conversion solutions services you would propose for this Contract:

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ii. Team & Qualifications

Please provide, details of the team members from your firm, and from Subcontractors (if applicable), that will deliver the Services outlined.

Position:	Team Member's Name:	Employee or Subcontractor?
Project Manager		
Driver 1		
Driver 2		
Others (please specify)		

iii. Equipment

Please provide, details of all equipment (e.g. collection vehicles), that you will use for the Services:

Equipment Type:	Make	Year of Manufacture	Company Owned or Subcontractor Owned?

iv. Experience, References & Testimonials

Please provide a minimum of 3 present or past municipal clients with written testimonials.

Project Experience #1

Municipality Name:	
Date Respondent Started Work on	
Date Respondent Finished Work on	
Brief Description of Contract and Services Respondent Performed:	
Value of Respondent Contract (excluding GST):	
Municipality Reference Name & Email:	

Project Experience #2

Municipality Name:	
Date Respondent Started Work on	
Date Respondent Finished Work on	
Brief Description of Contract and Services Respondent Performed:	
Value of Respondent Contract (excluding GST):	
Municipality Reference Name & Email:	

Project Experience #3

Municipality Name:	
Date Respondent Started Work on	
Date Respondent Finished Work on	
Brief Description of Contract and Services Respondent Performed:	
Value of Respondent Contract (excluding GST):	
Municipality Reference Name & Email:	

v. Key Performance Measurement

Please provide, details or examples of Key Performance Indicators (KPIs) that you typically use to monitor performance on these Services, and would propose we use for this Contract:

vi. Transitional Time

Please provide details on length of transitional time from the time the contract is awarded till the time your company would be able to perform service, would you be able to start collecting for August 15th, 2024?

Contamination: - Non-Rated Criteria

Please describe, a) your process for determining contamination in solid waste materials, and b) if your list of accepted solid waste materials is different from that defined in Exhibit 3.

Commodities Final Destination: Non-Rated Criteria

Please provide details of the destination for all commodities from solid waste materials.

Recyclables Destination

Garbage Destination

G. FINAL RATED CRITERIA

The following categories, weightings and descriptions will be used in the final evaluation of rated criteria during Stage IV of the evaluation process (Concurrent Negotiations and BAFO), described in Part II of this RFP. These criteria will apply only to BAFO proposals submitted by top-ranked proponents invited to participate in Stage IV.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
Experience, Qualifications, References	20	10/20
Innovations, Alternative Waste Solutions, Best Practices	20	10/20
Transition Time, Existing Staff and Equipment	20	10/20
Pricing	40	30/40
Total Points	100	

Exhibit 1 – Town of Fort Macleod Current Garbage and Recycling Data

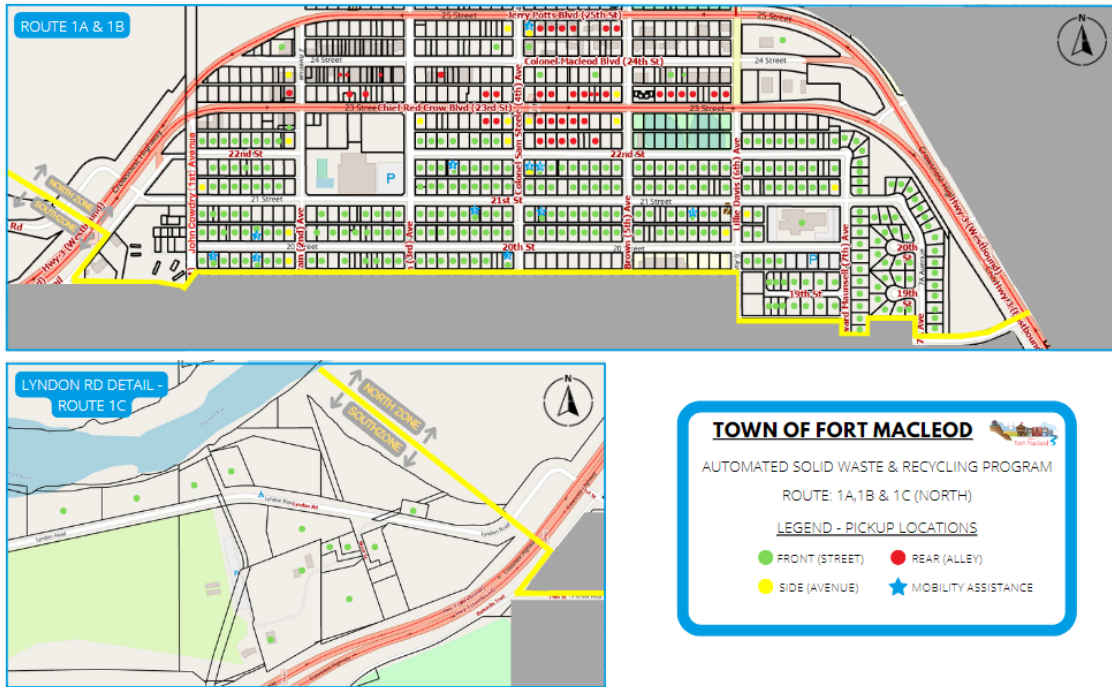
<p><u>Total of 2,729 Residential Totes:</u> 678 – 65 Gallon Waste 769 – 65 Gallon Recycling 688 – 95 Gallon Waste 594 – 95 Gallon Recycling</p>	<p><u>Total of 62 Commercial Totes:</u> 1 – 65 Gallon Waste 2 – 65 Gallon Recycling 29 – 95 Gallon Waste 30 – 95 Gallon Recycling</p>
<p><u>Total of 43 (3 Yard) Commercial Waste Bins:</u> 13 – Weekly Collection 22 – Every Other Week Collection 8 – Monthly Collection</p>	<p><u>Total of 32 (3 Yard) Commercial Recycling Bins:</u> 9 – Weekly Collection 14 – Every Other Week Collection 9 – Monthly Collection</p>
<p><u>Total of 45 (4 Yard) Commercial Waste Bins:</u> 18 – Weekly Collection 20 – Every Other Week Collection 1 – Monthly Collection</p>	<p><u>Total of 37 (4 Yard) Commercial Recycling Bins:</u> 1 – Twice Weekly Collection 18 – Weekly Collection 13 – Every Other Week Collection 5 – Monthly Collection</p>
<p><u>Total of 33 (6 Yard) Commercial Waste Bins:</u> 7 – Twice Weekly Collection 19 – Weekly Collection 7 – Every Other Week Collection</p>	<p><u>Total of 36 (6 Yard) Commercial Recycling Bins:</u> 9 – Twice Weekly Collection 17 – Weekly Collection 10 – Every Other Week Collection</p>
<p><u>Total of 4 (8 Yard) Commercial Waste Bins:</u> 4 – Weekly Collection</p>	<p><u>Total of 1 (8 Yard) Commercial Recycling Bins:</u> 1 – Weekly Collection</p>

* There are currently 30 residents on the mobility assistance program.

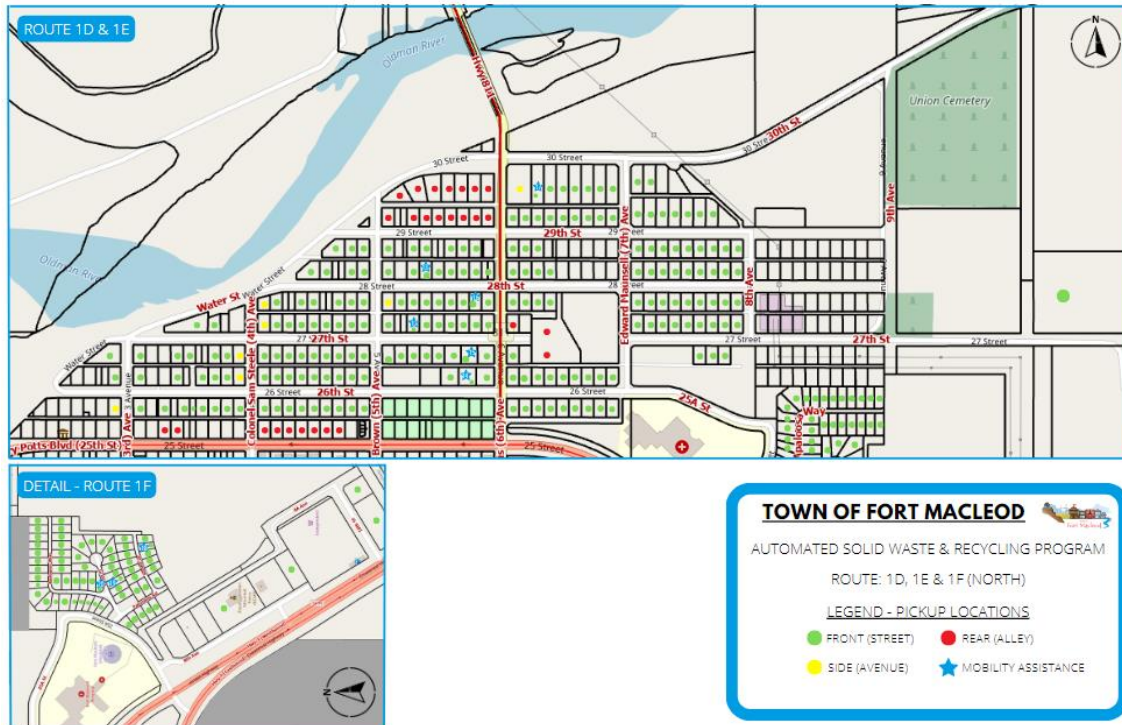
Exhibit 2 – Town of Fort Macleod Residential and Rural Collection Maps

As of January 2024

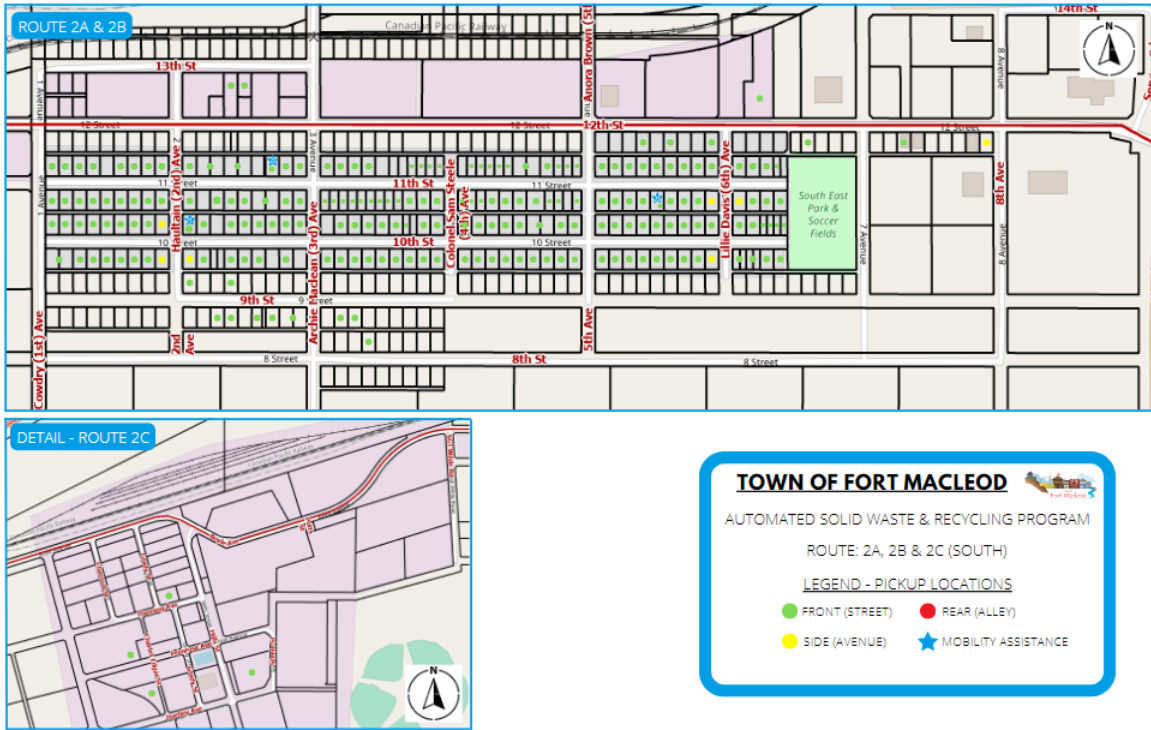
A. North Side of Town Residential



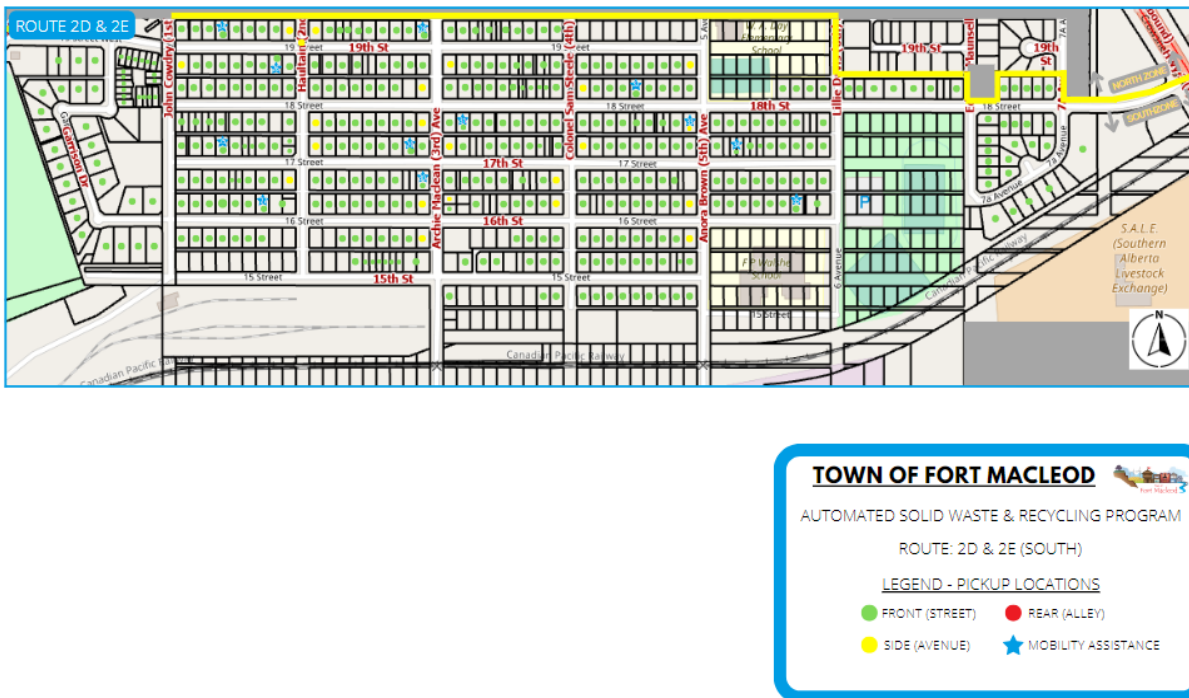
B. North Side of Town (2) Residential



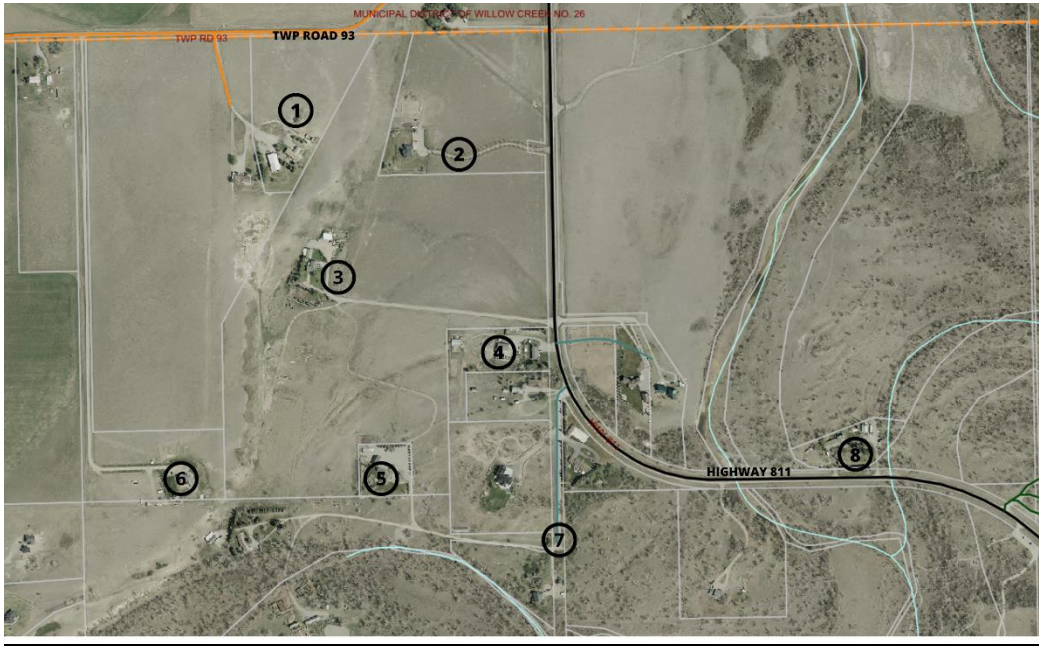
C. South Side of Town Residential



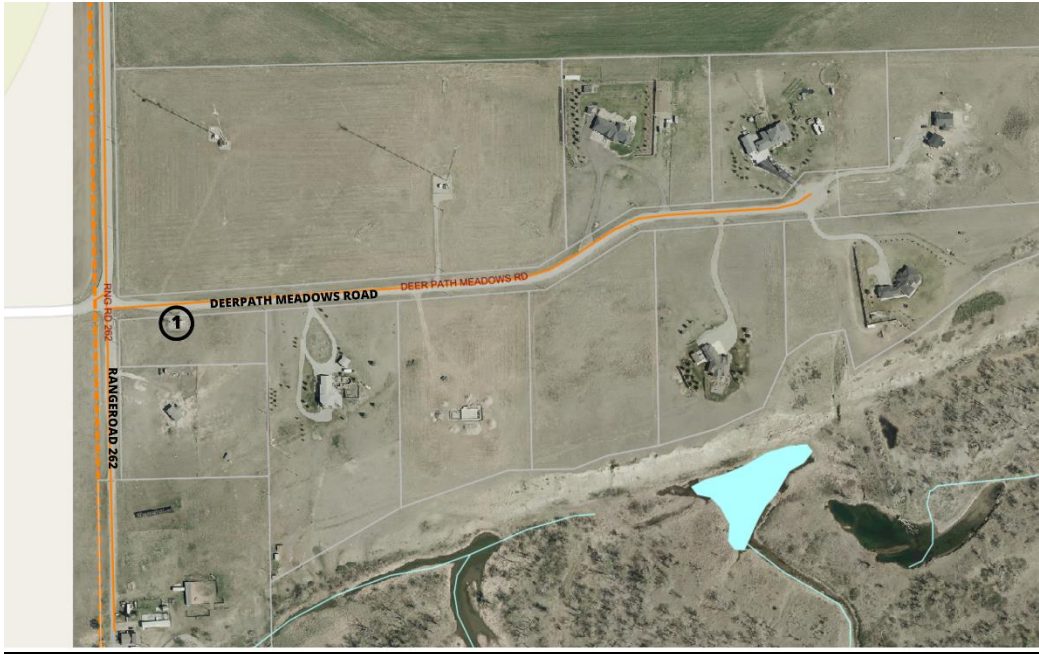
D. South Side of Town (2) Residential



E. North of Old Man River



F. North of Old Man River



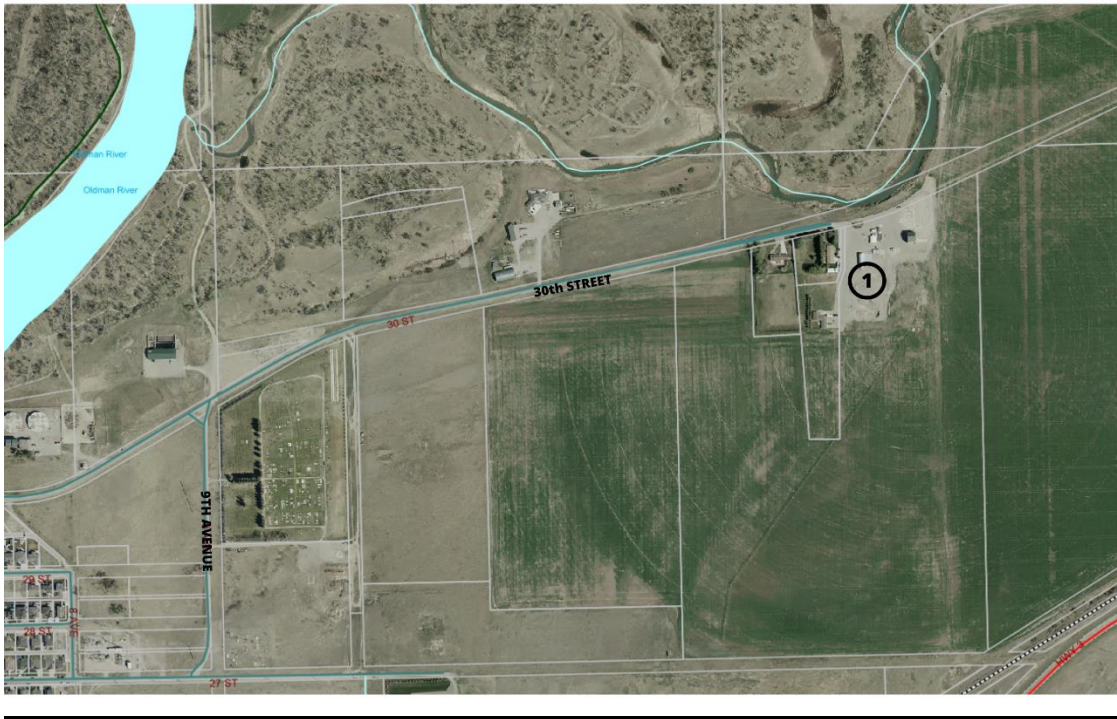
G. South of Town



H. South of Town – near airport



I. North of Town – by Cemetery



J. North of Town

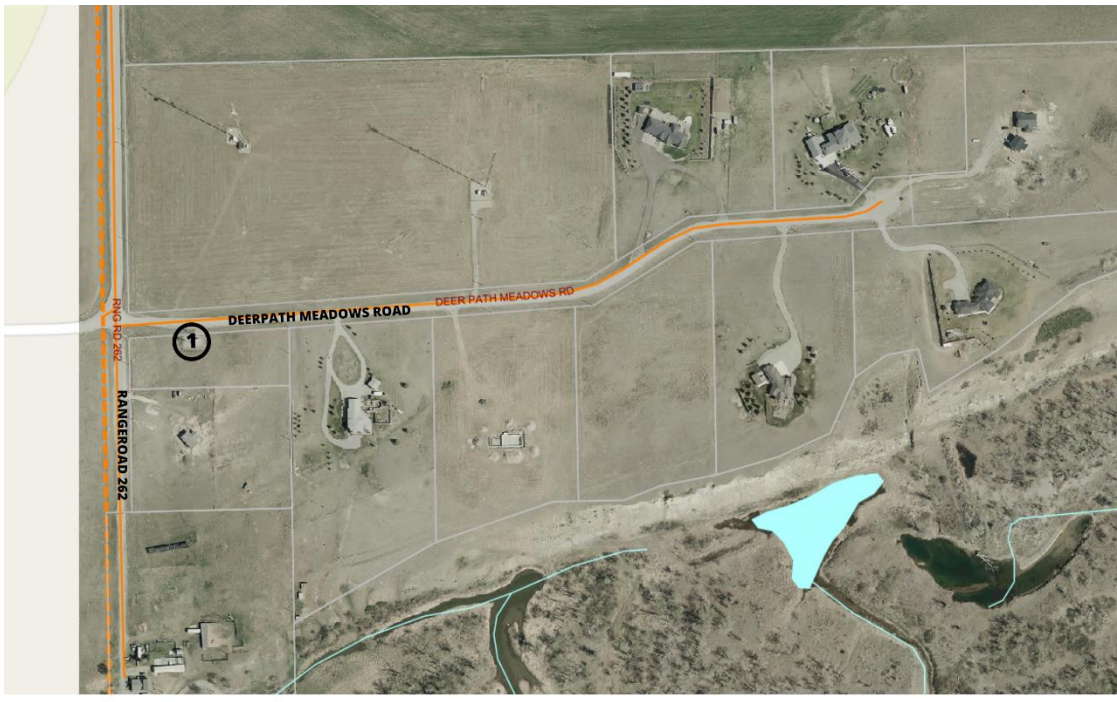


Exhibit 3 – List of Waste Materials

Recyclables

- aluminum and tin cans, pie plates and containers (clean and in original shape) • books (covers removed)
- box board (cereal, cracker boxes) • cardboard, flattened, max. size 1 m x 60 cm (2'x3') can be cut down and placed underneath the blue bag, larger pieces can be taken to a recycle station • cereal and other food boxes • colored paper • computer paper • detergent boxes (emptied) • egg cartons (paper) • envelopes (with/without plastic window) • flyers • frozen juice can lids • glossy paper
- greeting cards (decorations removed) • hard plastic bottles and containers (cleaned, no lids or caps) • ice cream pails (rinsed, no lids) • juice boxes (or take to bottle depot) • magazines and flyers • milk cartons and jugs (rinsed & flattened or take to bottle depot, no lids) • newspaper • phone books • plastic detergent, condiment or shampoo bottles (cleaned, no lids or caps) • plastic margarine or large yogurt containers (cleaned, no lids) • pop bottles (or take to bottle depot, no lids) • soup and vegetable cans (rinsed) • tissue boxes • wrapping paper (no foil)

Garbage

- aluminum foil • baby bottle liner • bows and ribbons • broken glass (wrapped in paper) • carbon paper • ceramics and dishes • cereal plastic liner • cigarettes and ashes (cooled) • clamshells (eq. berries, muffins)
- cleaning wipes • cosmetic containers • disposable diapers and wipes • drywall.
- feminine hygiene items • flour bags
- foil wrappers • frozen juice cans • granola bar wrappers • latex gloves • ice cream carton • incandescent light bulbs • metal lids from jars • meat tray liners • non-recyclable packaging materials
- paper coffee cups, drink cups • paint cans, emptied or dried • pet food bags • pet waste in plastic bags • photos • plastic egg carton.
- plastic films and wraps • plastic grocery and resealable bags • plastic lids, straws and utensils
- porcelain glass and pottery • potato chip bags • PVC pipe • Q-tips • rags • sharps (razor blades, broken glass) • Styrofoam meat trays, cups and plates and egg cartons • tetra paks (food) • toothpaste tubes
- toys, broken • wine cork, plastic.

Exhibit 4 – Town of Fort Macleod Tonnages at Willow Creek Regional Landfill and City of Lethbridge Recycling Facility.

(provided for reference only)

A. Tonnages at Willow Creek Landfill last 3 years.

MONTH	2021 TONNES	2022 TONNES	2023 TONNES
January	92.56	95.49	104.21
February	81.41	81.27	101.12
March	108.94	99.08	103.67
April	97.84	95.74	91.37
May	102.33	93.21	121.05
June	162.00	144.06	150.70
July	104.55	130.93	121.13
August	127.61	113.60	160.70
September	101.58	141.00	126.90
October	99.87	118.98	123.40
November	105.97	94.16	114.59
December	96.33	117.89	82.32
Total	1,280.99	1,325.41	1,401.16

B. Tonnages at City of Lethbridge Recycling Facility last 2 years

*Started Recycling Collection May 2022

MONTH	2022 TONNES	2023 TONNES
January	-	6.81
February	-	2.88
March	-	7.25
April	-	7.76
May	8.44	2.81
June	11.70	12.25
July	6.45	6.19
August	9.72	5.86
September	7.57	11.13
October	6.97	7.31
November	11.80	9.90
December	6.16	9.92
Total	68.81	75.06

